interstate business of the companies involved. *Baltic Mining Co.* v. *Massachusetts,* 34 Sup. Ct. 15. See NOTES, p. 477.

CONTRACTS—CONSIDERATION—MORAL OBLIGATION.—The defendant made a composition agreement with his creditors, expressly reserving from the operation of said agreement a moral obligation to pay one of the creditors in full. *Held,* the moral obligation reserved is sufficient consideration for a subsequent promise to pay. *Strius* v. *Cunningham,* 114 N. Y. Supp. 1014 (App. Div.).

It has been held that, where a debtor issues a circular letter to his creditors in which he assumed a moral obligation to buy back later certain securities, in consideration of the creditors then accepting such securities at an arbitrary valuation sufficient to settle the claim, this moral obligation constitutes adequate consideration for a subsequent promise to pay, even though the original claim was voluntarily released. *Taylor* v. *Hotchkiss,* 179 N. Y. 546, 71 N. E. 1140. This rule is followed in the principal case. There is, however, an almost unbroken line of authority to the effect that if the debt is discharged by the voluntary act of the parties a subsequent promise is invalid without new consideration to support it. *Warren* v. *Whitney,* 24 Me. 561, 41 Am. Dec. 406; *Rasmussen* v. *State National Bank,* 11 Colo. 301, 18 Pac. 28. Although when the discharge is involuntary by operation of law the cases are practically unanimous in holding that the moral obligation is sufficient consideration to support a new promise to pay. *Mutual Reserve, etc., Co.* v. *Beatty,* 35 C. C. A. 573, 93 Fed. 747; *Ross* v. *Jordan,* 62 Ga. 298. It would seem that the reservation of a moral obligation does not constitute consideration except under the New York rule as laid down in *Taylor* v. *Hotchkiss, supra.*

FEDERAL EMPLOYER'S LIABILITY ACT—INSTANTANEOUS DEATH.—The plaintiff sued under the Federal Employer's Liability Act, as father and administrator of his adult son who, while an employee, was killed instantaneously in a railroad accident, leaving no widow, child or mother. There was no evidence to show that the plaintiff was entitled to or had any reasonable expectation of financial support from his son. *Held,* there can be no recovery. *Carolina, C. & O. R. Co.* v. *Shewalter* (Tenn.), 161 S. W. 1136.

Act April 22, 1908, c. 149, sec. 1 (U. S. Comp. St. Supp. 1911, p. 1322) allows damages to the person injured, or in case of death, to his personal representative, for the benefit of certain designated beneficiaries. But when the suit is by the injured person, it does not survive him, in accordance with the maxim, *"actio personalis moritur cum persona." Fulgham* v. *Midland Valley R. Co.,* 167 Fed. 660; *Walsh* v. *New York, etc., R. Co.,* 173 Fed. 494. This led to the addition of Sec. 9, by act of April 5, 1910, allowing survival of this right of action. But as held in the principal case, this provision is inapplicable when the death is instantaneous, since at no time has the injured person a cause of action, and hence there is nothing to survive. It has been often so held with regard to similar "survival statutes" in the states. *Illinois Central R. Co.* v. *Pen-*